

H. CPDG/STATE CONTRACTING REQUIREMENTS/PROVISIONS

This section contains standard agreement language that pertain to services and budgetary/payment provision requirements in the CPDG contract. Provisions in the contract are subject to change.

1. Scope of Work - Contractor agrees to do the following:

- a. Provide the SCDD with the services as described in the program profile, summary, and narrative of the application packet.
- b. Work and cooperate with the SCDD on dissemination/project replication.
- c. Monitor and report all fiscal expenditures and program activities to ensure contract compliance.

2. Budget Detail and Payment Provision

- a. Invoicing and Payment - The maximum amount payable under this agreement shall not exceed the amount awarded by the SCDD. The contract language shall include the contract amount, the services that will be provided, and the dates the contract's beginning and ending dates.
- b. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), and progress and outcome report(s) for the period covered, SCDD agrees to reimburse the Contractor for said services in accordance with Exhibit ___, Attachment ___, Budget.
- c. Reimbursement for necessary travel expenses shall be made from funds within this contract and shall not exceed those applicable to excluded state employees under the current Department of Personnel Administration Regulation (DPA 599.619). The Contractor agrees to certify and maintain the documents substantiating travel and per diem expenses for a period of three years after final payment of this contract. No travel outside the State of California by Contractor shall be reimbursed.
- d. Invoices shall be submitted on the Invoice Form provided by SCDD. All invoices must be submitted with a progress report. Invoices shall be submitted not more frequently than monthly or quarterly in arrears to:

Dana Spear
California State Council on Developmental Disabilities
Community Program Development Grant
1507 21st Street, Suite 210
Sacramento, CA 95814

- e. Progress reports should also be submitted to the local Area Board Office(s) and Regional Center(s) using Community Program Development Grant (CPDG) Reporting forms. Progress reports must be current for SCDD to process an invoice. SCDD will not process the final invoice until all Progress and Outcome reports, and items/products listed in the contract have been received by the SCDD.

3. State Budget Contingency Clause

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, SCDD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this contract and Contractor shall not be obligated to perform any provisions of this contract.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, SCDD shall have the option to either cancel this contract with no liability occurring to SCDD, or offer a contract amendment to Contractor to reflect the reduced amount.

4. Contracts with Federal Funds

- a. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.
- b. This contract is valid and enforceable only if the United States Government makes sufficient funds available to SCDD, for the term of this contract and for the purposes of this proposal. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this contract in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- d. By notification in writing, either party has the option to void the contract under the 30-day cancellation clause or amend the contract to reflect any reduction of funds.

5. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. Review

SCDD or acting agent reserves the right to review service levels and billing procedures as they impact charges against this contract.

7. Final Billing

Final billing, reports, and products for services must be received by SCDD within 45 days following the end of the contract.

8. Funding Source

Contractor agrees it shall not bill any other funding source for services provided to consumers that are funded under this contract.

9. Contract Budget Changes

Contractor shall request in writing to SCDD all proposed transfers between individual line items and additions or deletions of line items. Such requests shall contain an explanation of the need for the change, identification of the line items to be changed and a revised Budget. Any changes cannot be made prior to SCDD written approval. SCDD reserves the right to deny any request for line item transfers, additions or deletions. Contractor understands that in no event shall the maximum amount payable exceed the maximum amount specified in this contract.

10. Equipment

All equipment of any kind purchased from funds provided under the terms of this contract is the property of SCDD. For the purpose of this contract, equipment is considered any item purchased by the vendor, which has a unit acquisition cost of at least \$500 or a normal useful life of at least three years. The contract must include a detailed inventory of any equipment purchased under this contract. The Contractor shall provide a final project equipment inventory to SCDD. This inventory must accompany the project's final progress report, along with copies of purchase receipts, and is due within 45 days of the end of the contract term. Prior written authorization is required for any articles, supplies or equipment exceeding \$1,000 in cost. A justification, including the reasonableness of the cost, will be required prior to authorizing purchases exceeding \$1,000 or more.

11. Expenditure Restrictions

Notwithstanding any terms to the contrary, no provision of the contract shall be interpreted to authorize expenditures or reimbursements for items not strictly in conformance with appropriate state or federal guidelines.

Department of General Services

Department of General Services requires that the SCDD provide "Exhibit C. General Terms and Conditions" language to be included as part of the Standard Agreement contract. Applicants are encouraged to review this document to ensure that they will be able to comply with the requirements. The exhibit is available on the Internet at www.dgs.ca.gov/contracts and may be downloaded and printed for your files. If you do not have Internet capabilities, please contact the SCDD for a hard copy of the document.

Special Terms and Conditions

1. Dispute Provisions

If the Contractor disputes a decision of the Contract Manager regarding the performance of this contract or on other issues for which the Contract Manager is authorized by this contract to make a binding decision, Contractor shall provide written dispute notice to Contract

Manager within fifteen (15) calendar days after the date of the action. The written dispute notice shall contain the following information:

- a. The decision under dispute;
 - b. The reason(s) Contractor believes the decision of the Contract Manager to have been in error (if applicable, reference pertinent contract provisions);
 - c. Identification of all documents and substance of all oral communication which support Contractor's position; and
 - d. The dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the SCDD Executive Director will examine the matter and issue a written decision to the Contractor within twenty (20) calendar days. The decision of the Executive Director shall contain the following information:
- a. A description of the dispute;
 - b. A reference to pertinent contract provisions, if applicable; and
 - c. A statement of the factual areas of agreement or disagreement.
3. The decision of the SCDD Executive Director shall be final unless, within thirty - (30) calendar days from the date of receipt of the SCDD Executive Director's decision, Contractor files with the California State Council on Developmental Disabilities a notice of appeal, in accordance with Title 1, California Code of Regulations, Section 251, et. Seq., and addressed to:

Attention: Executive Committee Chair
California State Council on Developmental Disabilities
1507 21st Street, Suite 210
Sacramento, CA 95814

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions. The decision of the SCDD or its designee shall be final.

4. Termination without Cause

This contract may be terminated with or/without cause by SCDD, upon providing a 30-day written notice to the contractor.

5. Debarment and Suspension

For federally funded contracts in the amount of \$100,000 or more, the Contractor agrees to certify that he/she and their principals are not debarred or suspended from federal financial assistance programs and activities. Contractor agrees to sign and return to SCDD the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Transactions." If applicable, a copy of this form is being forwarded to the Contractor with this contract. (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

6. Certification Regarding Lobbying

For contracts with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies that are receiving in excess of \$100,000 in federal funds from SCDD to perform services, the Contractor agrees to sign and submit to SCDD the 'Certification Regarding Lobbying' form with this contract. (Section 1352, Title 31 of the U.S. Code).

7. Patents and Copyrights

Contractor agrees that any and all products or any other object or deliverable produced under this contract are the property of SCDD. Reproduction of these products, objects, or deliverables cannot be made without the express written approval of SCDD. Credit for these deliverables will be acknowledged as follows: "This Product was made possible by the California State Council on Developmental Disabilities Grant Funds awarded to (insert provider's name). Copyright California State Council on Developmental Disabilities. All Rights Reserved." Anything produced pursuant to this contract that may be patented or copyrighted is the sole property of SCDD whether or not a patent or copyright is applied for or received by any other party or person.

8. Subcontractors

If Contractor proposes to subcontract any services required under this contract, Contractor shall submit any such proposal/MOU/contracts to the Contract Manager for review and written approval prior to initiation of the subcontract. Notwithstanding any subcontracting permitted by SCDD, Contractor shall be solely liable for any failure of performance required by this contract. All subcontractors shall be required by Contractor to meet or exceed any and all provisions of this contract.

9. Insurance Requirements

Prior to the contract approval, Contractor, other than a self insured public entity, shall furnish to SCDD, Certificate(s) of Insurance stating that there is liability insurance presently in effect covering all of Contract's activities under this contract as appropriate of not less than \$1,000,000 per occurrence. The Certificate of Insurance will provide that:

- a. The insurer will not cancel the insured's coverage without thirty-days (30) prior written notice to SCDD, and
- b. SCDD, the Federal Administration on Developmental Disabilities, its officers, employees, and agents are included as additional named insurers, but only insofar as the operations under this contract are concerned.

Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least thirty (30) days

prior to said expiration date a new Certificate of Insurance evidencing insurance coverage as provided herein for not less than one (1) year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, SCDD may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event. Contractor expressly agrees that it shall carry all other forms of insurance as appropriate to its operations or as required by law, such as but not limited to Workers' Compensation Insurance.

10. Reporting Requirements

Contractor shall agree to the following reporting requirements:

- a. Submission of written monthly or quarterly progress reports, and billing invoices in a format provided by SCDD. These reports shall include, but not be limited to: whether the project is on schedule, address issues related to project operations and supervision, and afford opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly. SCDD reserves the right to withhold payment on invoices submitted until an acceptable report is received;
- b. Submission of a written final report in a format and manner prescribed by SCDD, within 45 days after contract completion or termination. This final report shall include but not be limited to a camera-ready or master copy of any materials covered under Item 7 developed in the performance of this contract and shall be comprehensive and include problems and solutions encountered during the contract term;
- c. Submission of other reports as may be required by SCDD; and
- d. Unless otherwise instructed by SCDD, Contractor shall submit a copy of the progress and final reports to SCDD, the local Area Board Office(s), and the local Regional Center(s).

11. Project Change

Contractor shall immediately notify SCDD when any part of the proposal/grant becomes inoperative or requires change(s). Contractor may submit a written request to SCDD for a change(s) in the project, but shall not implement any changes prior to written SCDD approval in accordance with this contract, state laws, federal laws, policies, and procedures including the approval of the Department of General Services if required. Such request shall include, but not be limited to, a complete justification and description of how the change(s) will affect the original proposal and its intended outcomes. SCDD reserves the right to deny any such request for change(s). Under no circumstances can the budget changes exceed the total amount of the contract authorized by SCDD.

12. Placements

If applicable, Contractor agrees to accept appropriate placements, including those referred from state developmental centers via the regional center.

13. Project Evaluation

Evaluation of the project shall be in accordance with procedures established by SCDD.

14. Software Certification

If applicable, Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

15. Priority Hiring Consideration

If contract is in excess of \$200,000 Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.